

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In the Matter of the Arbitration Between :

AAMCO Transmissions, Inc. :

Claimant, :

v. :

Miscellaneous Action, File No. _____

David L. Borneman :

Respondent. :

ORDER

AND NOW, this ____ day of _____, 2011, upon Claimant's Petition To Confirm Arbitration Award, and any response in opposition thereto, it is hereby ORDERED and DECREED that Plaintiff's Petition is GRANTED. JUDGMENT is entered in favor of Claimant, AAMCO Transmissions, Inc., and against Respondent, David L. Borneman, in the amount of \$83,388.68.

BY THE COURT:

J.

AAMCO TRANSMISSIONS, INC
WILLIAM B. JAMESON, ESQUIRE
Attorney I.D. No. 58949
201 Gibraltar Road, Suite 150
Horsham, PA 19044
(610) 668-2900

Attorney for Claimant

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PETITION TO CONFIRM ARBITRATION AWARD

Petitioner AAMCO Transmissions, Inc. ("AAMCO") moves the Court for an Order, pursuant to 9 U.S.C. §§9 and 13, confirming the Award of the Arbitrator in the matter of the arbitration between Petitioner AAMCO, and Respondent David L. Borneman (hereinafter "Respondent"), made on December 20, 2010, and directing that judgment be entered thereon. AAMCO petitions to confirm the Arbitration Award as follows:

1. AAMCO is, and at all times relevant hereto was, a Pennsylvania corporation with its principal place of business located at 201 Gibraltar Road, Suite 150, Horsham, PA 19044.
2. Respondent David L. Borneman is an adult individual with a last known principal place of business located at 7639 Carroll Road, Suite A, San Diego, CA 92121, and a last known home address of 25461 Alpine Court, Murrieta, CA 92563.
3. On January 29, 2003, Respondent Borneman, entered into a Franchise Agreement with Claimant enabling Respondent to own and operate an AAMCO Transmission Center located at

7639 Carroll Road, Suite A, San Diego, CA 92121 (the "Center"). A true and correct copy of said Franchise Agreement is attached hereto and made a part hereof as Exhibit "A".

4. Arbitration in Philadelphia was agreed upon pursuant to Section 22.1(b) of the Franchise Agreement. Section 22.1(b) of the Franchise Agreement provides:

All disputes, controversies or claims arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor except for termination by AAMCO which is based in whole or in part, upon the fraudulent acts of Franchisee or Franchisee's failure to deal honestly and fairly with any customer of the center or Franchisee's failure to accurately report his gross receipts to AAMCO. Arbitration shall be conducted in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties.

5. On or about April 28, 2010, pursuant to the terms of the Franchise Agreement, AAMCO filed a Demand for Arbitration with the American Arbitration Association ("AAA") office in East Providence, Rhode Island. A true and correct copy of the Demand for Arbitration is attached hereto as Exhibit "B" and incorporated herein by this reference.

6. On or about June 14, 2010, the AAA appointed Harry T. Mondoilo, Esq. to serve as arbitrator in this dispute.

7. On December 20, 2010, Arbitrator Mondoilo issued a written award ("Award") in favor of AAMCO. The arbitrator awarded AAMCO Eighty-One Thousand Sixty-Three Dollars and Sixty-Eight Cents (\$81,063.68), plus eighteen percent (18%) interest per annum, for Claimant's underlying claim. The arbitrator further awarded AAMCO administrative fees and compensation of the arbitrator totaling Two Thousand Three Hundred Twenty-Five Dollars (\$2,325.00), for a grand total of Eighty-Three Thousand Three Hundred Eighty-Eight Dollars and Sixty-Eight Cents (\$83,388.68) in full settlement of all claims submitted to the AAA. A true and correct copy of the Award is attached hereto and made a part hereof as Exhibit "C".

8. Rule 48(c) of the AAA's Commercial Arbitration Rules (the operative rules adopted by the parties) provides that "[p]arties to an arbitration under these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof." A copy of the AAA's Commercial Arbitration Rule 48(c) is attached hereto as Exhibit "D".

WHEREFORE, AAMCO requests:

1. That the Award be confirmed as a final judgment; and
2. Any other relief that the Court deems just and proper.

Respectfully Submitted,



William B. Jameson, Esquire
Attorney for Claimant
AAMCO Transmissions, Inc.
201 Gibraltar Road, Suite 150
Horsham, PA 19044
(610) 668-2900

2/2/11
DATE

AAMCO TRANSMISSIONS, INC.
WILLIAM B. JAMESON, ESQUIRE
Attorney I.D. No. 58949
201 Gibraltar Road, Suite 150
Horsham, PA 19044
(610) 668-2900

Attorney for Claimant

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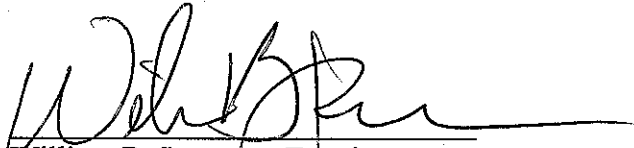
CERTIFICATE OF SERVICE

William B. Jameson, hereby certifies that he did serve on this 2nd day of February, 2011,
the attached Petition To Confirm Arbitration Award and supporting papers upon the Respondent,
via U.S. Regular Mail and Certified Mail, postage prepaid:

David L. Borneman
c/o AAMCO Transmissions
7639 Carroll Road, Suite A
San Diego, CA 92121

David L. Borneman
25461 Alpine Court
Murrieta, CA 92563

2/2/11
DATE


William B. Jameson, Esquire
Attorney for Claimant
AAMCO Transmissions, Inc.
201 Gibraltar Road, Suite 150
Horsham, PA 19044
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